

For Clerk of Court Use

PREPARED BY:

FLORIDA DOCUMENTARY STAMP TAXES MAY BE PAID UPON RECORDATION OF THIS INSTRUMENT IN THE AMOUNT OF THE INDEBTEDNESS SECURED HEREBY. NO NON-RECURRING INTANGIBLE TAX IS BEING PAID BECAUSE THIS INSTRUMENT SECURES A CONTINGENT OBLIGATION.

## MORTGAGE

This MORTGAGE (hereafter referred to as "Mortgage") made September 29, 2014 by and between **SEAFRONT PROPERTIES LLC**, a Florida limited liability company, whose mailing address is 634 Van Dam Street, North Woodmere, New York 11581 ("Mortgagor"), and **GRELEX, LLC**, a New Jersey limited liability company, whose address is 11 Clymer Court, Marlboro, New Jersey 07746 ("Lender"). Lender is the mortgagee hereunder for indexing purposes by the clerk of court.

### WITNESSETH:

To secure payment of obligations of up to **\$1,500,000.00** in principal amount payable by **323 MM NYC, LLC** (the "Borrower") to Lender pursuant to certain promissory notes which may be executed by Borrower from time to time, and guaranteed by Mortgagor pursuant to an Unconditional Guaranty (the "Guaranty") dated of even date herewith, (together with any renewals, extensions, and modifications thereof, the "Obligations"), and in consideration of these premises and for other consideration, Mortgagor does mortgage, grant and convey unto Lender or its successors and permitted assigns all of Mortgagor's right, title and interest now owned or hereafter acquired in and to that certain Condominium unit described in **EXHIBIT A** attached hereto and made part hereof (the "Property").

In the event that Mortgagor is the owner of a leasehold estate with respect to any portion of the Property and Mortgagor obtains a fee estate in such portions of the Property, then, such fee estate shall automatically, and without further action of any kind on the part of the Mortgagor, be and become subject to the security title and lien of this Agreement.

TO HAVE AND TO HOLD the Property and all the estate, right, title and interest, in law and in equity, of Mortgagor's in and to the Property unto Lender, its successors and assigns forever.

Mortgagor WARRANTS AND REPRESENTS that Mortgagor is lawfully seized of the Property, in fee simple, absolute, that Mortgagor has the legal right to convey and encumber the same, and that the Property is free and clear of all liens and encumbrances. Mortgagor further warrants and will forever defend all and singular the Property and title thereto to Lender and Lender's successors and assigns, against the lawful claims of all persons whomsoever.

PROVIDED that if all the Obligations are paid in full and the Guaranty is terminated in accordance with the terms thereof, then this Mortgage and the estate hereby created shall automatically cease and be

null, void, and canceled of record. Upon such event, Lender shall immediately record a Satisfaction of Mortgage and any other documentation reasonably requested by Mortgagor in order to give effect to the foregoing.

To protect the security of this Mortgage, Mortgagor further represents and agrees with Lender as follows:

**Payment of Obligations.** That the Obligations shall be timely paid and performed in accordance with the Guaranty.

**Future Obligations.** This Mortgage is given to secure not only existing Obligations, but also future Obligations. The principal amount that may be so secured may decrease or increase from time to time, but the total amount so secured at any one time shall not exceed **\$1,500,000.00**, plus all interest, costs, reimbursements, fees and expenses due under this Mortgage and secured hereby. Mortgagor shall not execute any document that impairs the priority of any existing or future Obligations secured by this Mortgage.

Nothing herein obligates Lender to provide credit in excess of the Obligations.

**Required Insurance.** Mortgagor shall maintain with respect to the Property: (i) during construction of any improvements on the Property, "all-risk" builders risk insurance which must include windstorm, hail damage, fire and vandalism (non-reporting Completed Value with Special Cause of Loss form), in an amount not less than the completed replacement value of the improvements under construction, naming Lender as mortgagee and loss payee; (ii) upon completion of construction, upon occupancy of any improvements, and at all other times, insurance against loss or damage by fire and other casualties and hazards by insurance written on an "all risks" basis, including malicious mischief, collapse and sinkhole coverage, in an amount not less than the replacement cost thereof, including coverage for loss of rents or business interruption if applicable, naming Lender as loss payee and mortgagee; (iii) if the Property is required to be insured pursuant to the National Flood Reform Act of 1994, and the regulations promulgated thereunder, flood insurance is required in the amount equal to the lesser of the loan amount or maximum available under the National Flood Insurance Program, but in no event should the amount of coverage be less than the value of the improved structure, naming Lender as mortgagee and loss payee. If, after closing, the Property (or any part thereof) is remapped and if the vertical improvements are determined to be located in a special flood hazard area, Mortgagor must obtain and maintain a flood insurance policy. If, within forty-five (45) days of receipt of notification from Lender that the Property has been reclassified by FEMA as being located in a special flood hazard area, Mortgagor has not provided sufficient evidence of flood insurance, Lender is mandated under federal law to purchase flood insurance on behalf of Mortgagor, and Lender will add the associated costs to the principal balance of the Note(iv) as applicable, insurance which complies with the workers' compensation and employers' liability laws of all states in which Mortgagor shall be required to maintain such insurance; and (v) liability insurance providing coverage in such amount as Lender may require but in no event less than \$1,000,000.00 combined single limit, naming Lender as an additional insured; and (vi) such other insurance as Lender may require from time to time.

All property insurance policies shall contain an endorsement or agreement by the insurer in form satisfactory to Lender that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor and the further agreement (within both the property and liability policies) of the insurer waiving rights of subrogation against Lender, and rights of set-off, counterclaim or deductions against Mortgagor.

All insurance policies shall be in form, provide coverages, be issued by companies and be in amounts satisfactory to Lender. At least 30 days prior to the expiration of each such policy, Mortgagor shall furnish Lender with evidence satisfactory to Lender that such policy has been renewed or replaced or is no longer required hereunder. All such policies shall provide that the policy will not be canceled or materially amended without at least 30 days prior written notice to Lender. In the event Mortgagor fails to

provide, maintain, keep in force, and furnish to Lender the policies of insurance required by this paragraph, Lender may procure such insurance or single-interest insurance in such amounts, at such premium, for such risks and by such means as Lender chooses, at Mortgagor's expense; provided however, Lender shall have no responsibility to obtain any insurance, but if Lender does obtain insurance, Lender shall have no responsibility to assure that the insurance obtained shall be adequate or provide any protection to Mortgagor.

**Insurance Proceeds.** After occurrence of any loss to any of the Property, Mortgagor shall give prompt written notice thereof to Lender.

**Impositions; Escrow Deposit.** Mortgagor will pay all taxes, levies, assessments and other fees and charges imposed upon or which may become a lien upon the Property under any law or ordinance (all of the foregoing collectively "Impositions") before they become delinquent and in any event in the same calendar year in which they first become due.

**Use of Property.** Mortgagor shall use and operate, and require its lessees or licensees to use and operate, the Property in compliance with all applicable laws (including, for example, the Americans with Disabilities Act and the Fair Housing Act) and ordinances, covenants, and restrictions, and with all applicable requirements of any lease or sublease now or hereafter affecting the Property. Mortgagor shall not permit any unlawful use of the Property or any use that may give rise to a claim of forfeiture of any of the Property. Mortgagor shall not allow changes in the stated use of Property from that disclosed to Lender at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Property without prior notice to, and written consent of, Lender.

**Maintenance, Repairs and Alterations.** Mortgagor shall keep and maintain the Property in good condition and repair, ordinary wear and tear excepted, and fully protected from the elements to the reasonable satisfaction of Lender. Mortgagor will not remove, demolish or structurally alter any of the buildings or other improvements on the Property in a manner which diminishes the value of the Property (except such alterations as may be required by laws, ordinances or regulations) without the prior written consent of Lender. Mortgagor shall promptly notify Lender in writing of any material loss, damage or adverse condition affecting the Property.

**Eminent Domain.** Should the Property or any interest therein be taken or damaged by reason of any public use or improvement or condemnation proceeding ("Condemnation"), or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Lender.

**Environmental Condition of Property and Indemnity.** Mortgagor warrants and represents to Lender, except as reported by Mortgagor to Lender in writing, that: (i) Mortgagor is familiar with the environmental condition of the Property; (ii) the Property and Mortgagor, and any occupants of the Property, are in compliance with and shall continue to be in compliance with all applicable federal, state and local laws and regulations intended to protect the environment and public health and safety as the same may be amended from time to time ("Environmental Laws"); (iii) the Property is not and has never been used to generate, handle, treat, store or dispose of, in any quantity, oil, petroleum products, hazardous or toxic substances, hazardous waste, regulated substances or hazardous air pollutants ("Hazardous Materials") in violation of any Environmental Laws; (iv) no Hazardous Materials (including asbestos, mold or lead paint in any form) are located on or under the Property or emanate from the Property; (v) there are no unregistered underground storage tanks on the Property that are subject to any underground storage tank registration laws or regulations; (vi) no notice has been received with regard to any Hazardous Material on the Property; (vii) no action, investigation or proceeding is pending or to Mortgagor's knowledge threatened which seeks to enforce any right or remedy against Mortgagor or the Property under any Environmental Law; and (viii) all licenses, permits and other governmental or regulatory actions necessary for the Property to comply with Environmental Laws shall be obtained and maintained and Mortgagor shall assure compliance therewith.

Further, Mortgagor represents to Lender that no portion of the Property is a protected wetland. Mortgagor agrees to notify Lender immediately upon receipt of any citations, warnings, orders, notices, consent agreements, process or claims alleging or relating to violations of any Environmental Laws or to the environmental condition of the Property and shall conduct and complete all investigations and all cleanup actions necessary to comply with the Environmental Laws and to remove, in accordance with Environmental Laws, any Hazardous Material from the Property.

Mortgagor shall indemnify, hold harmless, and defend Lender from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses, including attorneys', consultants' or experts' fees of every kind and nature incurred, suffered by or asserted against Lender as a direct or indirect result of: (i) representations made by Mortgagor in this Section being or becoming untrue in any material respect; (ii) Mortgagor's violation of or failure to meet the requirements of any Environmental Laws; or (iii) Hazardous Materials which, while the Property is subject to this Mortgage, exist on the Property. Lender shall have the right to arrange for or conduct environmental inspections of the Property from time to time (including the taking of soil, water, air or material samples). The cost of such inspections made after Default (as hereinafter defined) shall be borne by Mortgagor. However, Mortgagor's indemnity shall not apply to any act of Lender which takes place after foreclosure or satisfaction of this Mortgage. These indemnification obligations are in addition to General Indemnification provisions set forth hereafter. Mortgagor's Obligations under this section shall continue, survive and remain in full force and effect notwithstanding the repayment of the Obligations, a foreclosure of or exercise of power of sale under this instrument, a delivery of a deed in lieu of foreclosure, a cancellation or termination of record of this instrument and the transfer of the Property.

**Appraisals.** Mortgagor agrees that Lender may obtain an appraisal of the Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency or at such other times as Lender may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by Lender. The cost of such appraisals shall be borne by Lender.

**Inspections.** Lender, or its representatives or agents, are authorized to enter, upon five (5) days prior written notice to Mortgagor, upon any part of the Property for the purpose of inspecting the Property and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

**Liens and Subrogation.** Mortgagor shall pay and promptly discharge all liens, claims and encumbrances upon the Property. Mortgagor shall have the right to contest in good faith the validity of any such lien, claim or encumbrance, provided: (i) such contest suspends the collection thereof or there is no danger of the Property being sold or forfeited while such contest is pending; and (ii) Mortgagor thereafter diligently proceeds to cause such lien, claim or encumbrance to be removed and discharged.

Lender shall be subrogated to any liens, claims and encumbrances against Mortgagor or the Property that are paid or discharged through payment by Lender or with loan proceeds, notwithstanding the record cancellation or satisfaction thereof.

**Waiver of Mortgagor's Rights.** To the full extent Mortgagor may do so, Mortgagor agrees that Mortgagor will not at any time insist upon, plead, claim or seek to take the benefit or advantage of any law now or hereafter in force providing for any exemption (including homestead exemption), stay, extension or redemption, and Mortgagor for themselves and their respective heirs, devisees, representatives, successors and assigns, and for any and all persons claiming any interest in the Property, to the extent permitted by law, hereby waive and release all rights of redemption, stay of execution, the benefit of all exemption laws, notice of election to mature or declare due the whole of the secured indebtedness and marshalling in the event of foreclosure of the liens hereby created.

**Payments by Lender.** In the event of Default (as hereinafter defined) in the timely payment or performance of any of the Obligations, Lender, at its option, and after written notice to Mortgagor providing an opportunity to cure, may pay the sums for which Mortgagor is obligated. Further, Lender

may pay such sums as Lender deems appropriate for the protection and maintenance of the Property including, without limitation, sums to pay Impositions and other levies, assessments or liens, maintain insurance, make repairs, secure the Property, maintain utility service, intervene in any condemnation and pay attorneys' fees and other fees and costs to enforce this Mortgage or protect the lien hereof (including foreclosure) or collect the Obligations, without limitation, including those incurred in any proceeding including bankruptcy or arbitration. Any amounts so paid shall bear interest at the default rate stated in the Note and shall be secured by this Mortgage.

**Indemnification.** Mortgagor shall protect, indemnify and save harmless Lender from and against all losses, liabilities, obligations, claims, damages, penalties, fines, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) (collectively, "Damages") imposed upon, incurred by or asserted or assessed against Lender on account of or in connection with (i) any failure or alleged failure of Mortgagor to comply with any of the terms of, or the inaccuracy or breach of any representation in, this Mortgage; (ii) the Collateral or any claim of loss or damage to the Property or any injury or claim of injury to, or death of, any person or property that may be occasioned by any cause whatsoever pertaining to the Property or the use, occupancy or operation thereof, (iii) any failure or alleged failure of Mortgagor to comply with any law, rule or regulation applicable to it or to the Property or the use, occupancy or operation of the Property (including, without limitation, the failure to pay any taxes, fees or other charges), (iv) any Damages whatsoever by reason of any alleged action, obligation or undertaking of Lender relating in any way to or any matter contemplated by this Mortgage, (v) any claim for brokerage fees or such other commissions relating to the Property or any other Obligations, or (vi) any and all liability arising from any leases related to the Property. The indemnity provided for herein shall survive payment of the Obligations and shall extend to the officers, directors, employees and duly authorized agents of Lender. In the event the Lender incurs any Damages arising out of or in any way relating to the transaction contemplated by this Mortgage (including any of the matters referred to in this section), the amounts of such Damages shall be added to the Obligations, shall bear interest, to the extent permitted by law, at the interest rate borne by the Obligations from the date incurred until paid and shall be payable on demand.

**Due on Sale or Further Encumbrance or Transfer of an Interest in Mortgagor.** Without the prior written consent of Lender in each instance, which consent shall not be unreasonably withheld, conditioned or delayed, Mortgagor shall not (i) sell, convey, transfer or encumber the Property, or any part thereof or interest therein, whether legal or equitable, (ii) cause or permit any transfer of the Property or any part thereof, whether voluntarily, involuntarily or by operation of law, or (iii) enter into any agreement or transaction to transfer, or accomplish in form or substance a transfer, of the Property. A "transfer" of the Property includes: (a) the direct or indirect sale, transfer or conveyance of the Property or any portion thereof or interest therein; (b) the execution of an installment sale contract or similar instrument affecting all or any portion of the Property; and (c) if Mortgagor or any general partner or member of Mortgagor, is a corporation, partnership, limited liability company, trust or other business entity, the transfer, pledge, assignment or encumbrance (whether in one transaction or a series of transactions) of more than fifty percent (50%) of any stock, partnership, limited liability company or other ownership interests in such corporation, partnership, limited liability company or entity including, without limitation, changes in stockholders, partners, members, managers, trustees, beneficiaries, or their respective interests; whether directly or indirectly.

**Remedies of Lender on Default.** Failure of Mortgagor to timely pay any of the Obligations in accordance with the Guaranty, or a violation of the preceding section is a default ("Default") under this Mortgage. Upon the occurrence of Default Lender may take immediate possession of the Property or any part thereof (which Mortgagor agrees to surrender to Lender) and manage, control or lease the same to such persons and at such rental as it may deem proper and collect and apply Rents to the payment of: (a) the Obligations, together with all reasonable costs and reasonable attorneys' fees; (b) all Impositions and any other levies, assessments or liens which may be prior in lien or payment to the Obligations, and premiums for insurance, with interest on all such items; and (c) the cost of all reasonably necessary alterations, repairs, replacements and expenses incident to taking and retaining possession of the

Property and the management and operation thereof, all in such order or priority as Lender in its sole but reasonable discretion may determine. The taking of possession shall not prevent concurrent or later proceedings for the foreclosure sale of the Property; (iii) Lender may apply to any court of competent jurisdiction for the appointment of a receiver for all purposes including, without limitation, to manage and operate the Property or any part thereof, and to apply the Rents therefrom as hereinabove provided. In the event of such application, Mortgagor consents to the appointment of a receiver, and agrees that a receiver may be appointed with prior written notice to Mortgagor, without regard to whether Mortgagor has committed waste or permitted deterioration of the Property, without regard to the adequacy of any security for the Obligations, and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Obligations; (iv) Lender may exercise all the remedies of a mortgagee as provided by law and in equity including, without limitation, foreclosure upon this Mortgage and sale of the Property, or any part of the Property, at public sale conducted according to applicable law (referred to as "Sale") and conduct additional Sales as may be required until all of the Property is sold or the Obligations are satisfied; (v) With respect to any portion of the Property governed by the UCC, Lender shall have all of the rights and remedies of a secured party thereunder. Lender may elect to foreclose upon any Property that is fixtures under law applicable to foreclosure of interests in real estate; (vi) Lender may bid at Sale and may accept, as successful bidder, credit of the bid amount against the Obligations as payment of any portion of the purchase price; and (vii) Lender shall apply the proceeds of Sale, first to any reasonable fees or reasonable attorney fees permitted Lender by law in connection with Sale, second to expenses of foreclosure, publication, and sale permitted Lender by law in connection with Sale, third to the Obligations, and any remaining proceeds as required by law.

**Miscellaneous Provisions.** Mortgagor agrees to the following: (i) All remedies available to Lender with respect to this Mortgage or available at law or in equity shall be cumulative and may be pursued concurrently or successively. No delay by Lender in exercising any remedy shall operate as a waiver of that remedy or of any Default. Any payment by Lender or acceptance by Lender of any partial payment shall not constitute a waiver by Lender of any Default; (ii) Mortgagor represents that Mortgagor (a) is (1) an adult individual and is sui juris, or (2) a corporation, general partnership, limited partnership, limited liability company or other legal entity, duly organized, validly existing and in good standing under the laws of its state of organization, and is authorized to do business in each other jurisdiction wherein its ownership of property or conduct of business legally requires such organization (b) has the power and authority to own its properties and assets and to carry on its business as now being conducted and as now contemplated; and (c) has the power and authority to execute, deliver and perform, and by all necessary action has authorized the execution, delivery and performance of, all of its obligations under this Mortgage. (iii) The provisions hereof shall be binding upon and inure to the benefit of Mortgagor, its heirs, personal representatives, successors and assigns including, without limitation, subsequent owners of the Property or any part thereof, and shall be binding upon and inure to the benefit of Lender, its successors and permitted assigns; (iv) Any notices, demands or requests shall be sufficiently given Mortgagor if in writing and mailed or delivered to the address of Mortgagor shown above, or such other address as Lender may specify in writing from time to time and in the event that Mortgagor changes Mortgagor's address at any time prior to the date the Obligations are paid in full, that party shall promptly give written notice of such change of address by registered or certified mail, return receipt requested, all charges prepaid. (v) This Mortgage may not be changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the parties hereto; (vi) The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties and are not a part of this Mortgage; (vii) if any clause, provision or obligation hereunder is determined invalid or unenforceable the remainder of this Mortgage shall be construed and enforced as if such clause, provision or obligation had not been contained herein; (viii) This Mortgage shall be governed by and construed under the laws of the jurisdiction where this Mortgage is recorded; (ix) Mortgagor by execution and Lender by acceptance of this Mortgage agree to be bound by the terms and provisions hereof. (xii) **LIMITATION ON LIABILITY; WAIVER OF PUNITIVE DAMAGES.** EACH OF THE PARTIES HERETO, INCLUDING LENDER BY ACCEPTANCE HEREOF, AGREES THAT IN ANY JUDICIAL, MEDIATION OR ARBITRATION PROCEEDING OR ANY CLAIM OR CONTROVERSY BETWEEN OR AMONG THEM THAT MAY ARISE OUT OF OR BE IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN OR AMONG THEM OR THE OBLIGATIONS EVIDENCED HEREBY OR RELATED HERETO, IN NO EVENT SHALL ANY PARTY HAVE A REMEDY OF, OR BE LIABLE TO

THE OTHER FOR, (1) INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR (2) PUNITIVE OR EXEMPLARY DAMAGES. EACH OF THE PARTIES HEREBY EXPRESSLY WAIVES ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY MAY HAVE OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY SUCH PROCEEDING, CLAIM OR CONTROVERSY, WHETHER THE SAME IS RESOLVED BY ARBITRATION, MEDIATION, JUDICIALLY OR OTHERWISE. (xiii) **Final Agreement.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties.

**WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, MORTGAGOR BY EXECUTION HEREOF AND LENDER BY ACCEPTANCE HEREOF, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO ACCEPT THIS MORTGAGE.

MORTGAGOR AND LENDER AGREE THAT THEY SHALL NOT HAVE A REMEDY OF PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER IN ANY DISPUTE AND HEREBY WAIVE ANY RIGHT OR CLAIM TO PUNITIVE OR EXEMPLARY DAMAGES THEY HAVE NOW OR WHICH MAY ARISE IN THE FUTURE IN CONNECTION WITH ANY DISPUTE WHETHER THE DISPUTE IS RESOLVED BY ARBITRATION OR JUDICIALLY.

**IN WITNESS WHEREOF,** Mortgagor has duly signed and sealed this instrument as of the day and year first above written.

**Mortgagor:**

SEAFRONT PROPERTIES LLC

By: 

State of New York  
 County of New York

### Acknowledgment

I certify that before me appeared this day Steven Fruman (Name), a person known to me, who after being sworn said he/she is member (Title) of **SEAFRONT PROPERTIES, LLC**, a Florida limited liability company, and is duly authorized to act on behalf of said Company, that the seal affixed to the foregoing instrument is the seal of said company and that said instrument was signed and sealed by him/her on behalf of said company, and being informed of the contents thereof, acknowledged execution of the foregoing instrument on behalf of said company.

Witness my hand and official seal, this 29<sup>th</sup> day of September, 2014.

Notary Seal

David Yedid, Notary Public

David Yedid

(Printed Name of Notary)

**DAVID YEDID**  
**NOTARY PUBLIC-STATE OF NEW YORK**  
**No. 02YE62979707**  
**Qualified in Kings County**  
**My Commission Expires March 03, 2018**

My Commission Expires: March 03, 2018



## CONDOMINIUM ADDENDUM

THIS CONDOMINIUM ADDENDUM constitutes an addendum to this Mortgage Agreement, is attached thereto, incorporated therein by reference and made a part thereof.

The Property includes 1 unit(s) in, together with an undivided interest in the common elements of, a condominium project known as **10295 Collins Avenue, Residential Condominium** (the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Premises also includes Mortgagor's interest in the Owners Association and the uses, proceeds and benefits of Mortgagor's interest.

**Condominium Covenants.** In addition to the other covenants and agreements contained in the Agreement, Mortgagor further covenant and agrees as follows:

**A. Condominium Obligations.** Mortgagor shall perform all of Mortgagor's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Mortgagor shall promptly pay when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage", Mortgagor's obligation under the Agreement to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Mortgagor shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit(s) or to common elements, any proceeds payable to Mortgagor are hereby assigned and shall be paid to Lender for application to the sums secured by the Agreement, with any excess paid to Mortgagor or other person lawfully entitled thereto.

**C. Public Liability Insurance.** Mortgagor shall endeavor to take such actions as may be reasonable to cause that the Owners Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Mortgagor in connection with any condemnation or other taking of all or any part of the Property, whether of the unit(s) or of common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagor. Such proceeds shall be applied by Lender to the sums secured by the Agreement.

**E. Lender's Prior Consent.** Mortgagor shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Mortgagor does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph shall become additional debt of Mortgagor secured by the Agreement. Unless Mortgagor and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Mortgagor requesting payment.

**EXHIBIT A**

Unit 1508 of 10295 Collins Avenue, Residential Condominium, a Condominium according to the Declaration of Condominium thereof, recorded in Official Records Book 26014, Page(s) 98, of the Public Records of Miami-Dade County, Florida, and any amendments thereto, together with its undivided share in the common elements.

[REDACTED]